

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
WATER RESOURCES ASSOCIATES, LLC.
FOR CLERMONT CHAIN OF LAKES BASIN STUDY
RSQ #16-0001**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and Water Resource Associates, LLC, a Florida for profit corporation, its successors and assigns, herein referred to as the CONSULTANT.

WHEREAS, the COUNTY has publicly submitted a Request for Statement of Qualifications (RSQ), #16-0001, for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

WHEREAS, RSQ #16-0001 was issued and Procurement Services did seek proposals from firms qualified to provide a study of the Clermont Chain of Lakes Basin to include development of an hydrologic / hydraulic model in Interconnected Chanel and Pond Routing "ICPR" format (herein referred to as the PROJECT); and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the COUNTY did hold a negotiation meeting in which the COUNTY and the CONSULTANT did reach mutual agreement as to the terms and conditions of such services;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONSULTANT to provide a study of the Clermont Chain of Lakes Basin to include development of an hydrologic / hydraulic model in Interconnected Chanel and Pond Routing "ICPR" format.

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to perform the services set forth herein in **Attachment A**, known as the Scope of Services, attached hereto and incorporated herein by reference. The CONSULTANT shall be governed by the Fee Schedule set forth in **Attachment B**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of each party's project manager. The CONSULTANT hereby agrees that time is of the essence in completing this Project and shall complete all work within twelve (12) months of the date the Notice to Proceed is issued.

3.2 This Agreement shall be effective beginning on the date the last party hereto executes it and shall continue for twelve (12) months from the issuance of the Notice to Proceed. The COUNTY reserves the sole right to extend this Agreement for an additional twelve (12) month period at the same pricing structure, scope of services and terms and conditions.

3.3 The CONSULTANT shall coordinate and work with any other consultants retained by the COUNTY. The CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.4 The CONSULTANT shall not enter upon private property for any purpose without obtaining permission and shall be responsible for the preservation of all public and private property, along and adjacent to the work site and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work hereunder, or in consequence of the non-execution thereof on the part of the CONSULTANT, the CONSULTANT shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done. If the CONSULTANT fails to restore such damaged or injured property, the COUNTY may make such repairs as are necessary and deduct the cost of such repairs from the contract balance.

Article 4. Payment

4.1 Payment shall be made in accordance with the Fee Estimate as attached in **Attachment B**. In no event shall the contract amount exceed \$300,000.00, unless a change order has been executed in accordance with the COUNTY's Purchasing Policy and Procedures. A copy of the COUNTY's Purchasing Policy and Procedures shall be made available to the CONSULTANT upon request.

4.2 Invoices shall be submitted in duplicate to the Department of Procurement Services, P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RSQ number and a detailed description of services and fees.

4.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

4.4 The CONSULTANT shall submit invoices at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion.

4.5 Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses, if any, as set forth in **Attachment B**, attached hereto and incorporated herein by reference. The CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.6 In the event a specific project is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY.

Article 5. County Responsibilities

5.1 The COUNTY shall promptly review the deliverables and other materials submitted by the CONSULTANT and provide direction to the CONSULTANT as needed. The COUNTY shall designate one County staff member to act as COUNTY's Project Coordinator.

5.2 The COUNTY shall reimburse CONSULTANT, in accordance with the Fee Schedule listed in Article 4 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

5.3 The COUNTY will provide to the CONSULTANT all necessary and available data, photos and documents the County possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 6. Consultant's Responsibilities

6.1 The CONSULTANT perform the work described in the Scope of Services and the Scope of Work, attached and incorporated by reference herein as **Attachment C**.

6.2 The CONSULTANT shall assign the project personnel proposed in its submittal to the COUNTY's Request for Proposals (RFP) to fulfill this Scope of Services unless the COUNTY agrees to substitutions.

6.3 The CONSULTANT shall coordinate and lead all meetings necessary to accomplish Scope of Services. Preparation of all agendas, advertising, meeting minutes and sign-in sheets as necessary.

6.4 The CONSULTANT shall manage all sub-consultants to fulfill this Scope of Services.

6.5 The CONSULTANT shall provide all deliverables in format(s) as specified by the COUNTY.

6.6 The CONSULTANT shall provide any requested progress or status reports necessary for grant administration.

Article 7. Special Terms and Conditions

7.1 Qualifications. All firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

7.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 30 day advance written notice, the COUNTY shall reimburse the CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of the CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

7.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

7.4 Indemnity. The CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the professional in the performance of the contract.

7.5 Independent Contractor. The CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.6 Ownership of Deliverables. The CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by the CONSULTANT under this Agreement or furnished by the COUNTY to the CONSULTANT shall be and remain the property of the COUNTY, including any applicable copyrights. The CONSULTANT shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to the COUNTY. Additionally, the CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

7.7 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

7.8 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. Should the CONSULTANT be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the CONSULTANT, the CONSULTANT shall notify the COUNTY in writing within two (2) regular work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONSULTANT may have had to request a time extension.

7.9 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those

undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

7.10 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

7.11 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

7.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee contracts exceeding One Hundred Ninety Five Thousand dollars (\$195,000.00), the firm awarded the contract must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. By executing this Agreement, the CONSULTANT has executed this certificate.

7.13 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.14 Prohibition Against Contingent Fees. The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

7.15 Right to Audit. The County reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

7.16 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT shall maintain the files and papers for not less than five (5) complete calendar years after the Project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in the COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, sdugan@lakecountyfl.gov.

7.17 Insurance. The CONSULTANT shall provide and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONSULTANT against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of this Agreement. The CONSULTANT is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address

evidencing conformance with the requirements under this Agreement at all times throughout the term of the Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the CONSULTANT in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured; he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

The CONSULTANT shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or the CONSULTANT or subconsultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the COUNTY of any insurance supplied by the CONSULTANT or Subconsultant(s), nor a failure to disapprove that insurance, shall relieve the CONSULTANT or Subconsultant(s) of full responsibility for liability, damages, and accidents as set forth herein.

7.18 Federal and/or State Clauses, Terms, and Conditions.

A. Use of the Federal E-Verify System

The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1. All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

B. Employment of State Residents:

The CONSULTANT shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term "substantially equal qualifications" refers to a situation wherein the CONSULTANT cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A vendor required to employ state residents must contact the Department of Economic Opportunity to post the contractor's employment needs in the state's job bank

system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

A copy of the grant providing funding for the work performed under this Agreement is attached and incorporated by reference herein as **Attachment C**. The CONSULTANT is responsible for all requirements assigned to it within the grant document.

C. Indemnification:

The CONSULTANT shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents, or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the CONSULTANT, its officers, agents or employees.

7.19 Conflict of Interest. The CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in the CONSULTANT as a business entity, and that no such person shall have any such interest at any time during the term of this Agreement unless approved in writing by the COUNTY upon consultation with its attorney.

7.20 Key Personnel. The CONSULTANT agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT desires to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

Article 8. Miscellaneous Provisions

8.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

8.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

8.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

8.7 During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 The CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

8.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:
Mark D. Farrell
4260 W. Linebaugh Avenue
Tampa, Florida 33624

If to COUNTY:
County Manager
Lake County Administration Bldg.
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 9. Scope of Agreement

9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

9.2 This Agreement contains the following Attachments:

Attachment A	Scope of Services
Attachment B	Fee Schedules
Attachment C	Scope of Work
Attachment D	Funding Document

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Agreement between Lake County, Florida and Water Resource Associates, LLC, for Clermont Chain of Lakes Basin Study; RSQ #16-0001

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONSULTANT through its duly authorized representative.

CONSULTANT

By: _____

Mark D. Farrell, President
Water Resources Associates, LLC

This 12th day of May, 2016.

COUNTY

Lake County, Florida

Sean M. Parks, Chairman

This 7th day of June, 2016

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

mm-marsh

Melanie Marsh, County Attorney

ATTACHMENT A
SCOPE OF SERVICES

Section 1.1 Purpose

Pursuant to Florida Statute 287.055 (the Consultant's Competitive Negotiation Act or CCNA), and the "business friendly" initiatives approved by its Board of County Commissioners, Lake County is soliciting statements of qualifications and letters of interest from firms qualified to provide a Study of the Clermont Chain of Lakes Basin to include development of an hydrologic / hydraulic model in Interconnected Chanel and Pond Routing "ICPR" format.

Section 1.2 Special Notice Regarding Federal and/or State Requirements

This study project is being supported in whole or in part by State funding. A copy of the Grant Agreement may be obtained by visiting our website along with this RSQ at

http://www.lakecountyfl.gov/departments/fiscal_and_administrative_services/procurement_services/view_all_bids.aspx

Therefore, this Agreement includes provisions related to various specific state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels.

The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1. All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

This basin study is being funded through a legislative appropriation / grant associated with the South Lake Regional Water Initiative.

	Deliverable	State Funding
Task 1	Basin Delineation and Data Assembly	\$50,000
Task 2	Condition Assessment	\$150,000
Task 3	Modeling	\$100,000
	Total:	\$300,000

Section 1.3 Background Site Information

The Saint Johns River Water Management District has developed a groundwater model for the Central Florida service area and preliminary results indicate the South Lake County area is currently being impacted by groundwater withdrawals. The groundwater model shows that six (6) Minimum Flow Level (MFL) water bodies in the area are being impacted by groundwater withdrawals. This Basin Study for the Clermont Chain of Lakes is a third phase of a water resource evaluation being conducted in coordination with South Lake Regional Water Initiative (SLRWI) to cooperatively address water related issues. The SLRWI consists of Lake County, five South Lake cities and a private utility company.

Section 1.4 Scope of Services

Provide a “Basin Study” that will evaluate why the Clermont Chain of Lakes drop so significantly during drought conditions, which affects both the recreational and habitat value of the chain. This study shall include inventory of stormwater infrastructure within the Chain of Lakes basin, and identification of pollutant loading sources with estimated quantities. Consultant will assemble data from various sources and this study effort to develop an ICPR hydrologic /hydraulic model of the basin. Consultant will run the model based on agreed rainfall amount scenarios and regulatory structure settings to provide lakes response predictions. Consultant will provide recommended management strategies for the Chain of Lakes system. The model will be utilized by Lake County and SLRWI members to make informed management decisions regarding the regulation of flow structures in response to changing rainfall as well as pollutant load reduction efforts.

Task 1 Basin Delineation and Data Assembly

Description - Utilize existing LIDAR, survey and similar topographic information, delineate the Chain of Lakes Basin and contact State and Local Jurisdictions within the delineated area for records, maps, plans and data for drainage, conveyance and control structures systems along with any water quality data. Develop a comprehensive basin and sub basin maps showing the conveyance system, structures, and outfalls. Assemble the stormwater system inventory in a format compatible the County’s geodatabase and existing stormwater system inventory. Provide a summary table of water quality data and estimate proportional contributions of each sub-basin.

Deliverables – Provide three (3) hard copies along with a CD/ DVD copy of the deliverables in electronic format(s) as specified by the County.

- Provide Basin and Sub-basin maps showing stormwater systems to include estimated contribution from each identified sub-basin (24 x 36 & 11 x 17 formats)
- Summary table of available water quality data; and
- Summary table of all structures and system features.

Timeline for Completion - Task 1- Start January 2016; End March 2016

Task 2 Condition Survey

Description - Utilizing the maps and data tables prepared from Task 1 above, conduct field verification and a functional condition assessment of stormwater system conveyance features and structures. Augment existing data with field survey to secure necessary elevation data of control structures, channels, pipes and conveyances for model development. Prepare sampling plan to augment existing water quality sampling data with additional sampling as necessary to refine pollutant loading source identification. Identify each sub-basins proportionate pollutant load and likely source(s). Provide summary of treatment technology options as appropriate to the source and load. Identify candidate areas and project concepts as part of a prioritized pollution mitigation plan.

Deliverables – Provide three (3) hard copies along with a CD/DVD copy of the deliverables in electronic format(s) as specified by the County.

- Comprehensive system assessment and condition report;
- Sampling plan, water quality data and pollutant loading estimates by sub basin;
- Pollutant mitigation plan (24 x 36 and 11 x 17 formats); and
- Summary Presentation of Tasks 1 & 2 to Lake County / SLRWI (PowerPoint & PDF)

Timeline for Completion - Task 2- Start April 2016; End August 2016

Task 3 Basin Modeling

Description - Develop an ICPR hydrologic/ hydraulic model for the basin utilizing data from this study effort and modeling efforts of Southwest Florida Water Management District, Saint Johns River Water Management District and Lake County Water Authority. Coordinate as appropriate on background rationale for current regulatory structure elevations and management strategy. Perform model calibration to establish acceptable confidence level. Run model based on agreed rainfall amount scenarios, regulatory structure settings and predict lakes elevation response. Identify potential locations and quantities of water available for stormwater harvesting as alternative water source. Develop Management strategy recommendations to maximize Chain of Lakes health including habitat and aesthetic values, while ensuring protection of public and private property.

Deliverables – Provide 3 (three) hard copies along with a CD/DVD copy of the deliverables in electronic format as specified by the County.

- Model and model run reports (ICPR format);
- Stormwater harvesting options;
- Recommended Management Strategies; and
- Summary Presentation of Task 3 to Lake County/ SLRWI (PowerPoint and PDF)

Timeline for completion - Task 3- Start September 2016; End December 2016

Section 1.5 Schedule

A Project Schedule shall be mutually agreed upon by the County and the Consultant. The Project Schedule will allow for timely reviews of work products by the County.

The Consultant shall begin work upon issuance of a Notice to Proceed by the County and arrange to meet with the County for the purpose of developing a detailed work schedule that establishes production dates for each major work activity, deadlines for deliverables, decision points, and dates for critical meetings associated with the project.

Additional meetings may be requested by County Departments. This schedule shall specifically identify responsibilities of the Consultant and the County and the dates by which these responsibilities are to be addressed by each participant.

ATTACHMENT B

FEE SCHEDULE

TASK ORDER COST SHEET- CLERMONT CHAIN OF LAKES BASIN STUDY

	Project Manager	Sr. Hydrogeologist	Principal	Sr. Prof. Engineer	Engineer	Sr. Environmental Scientist	Sr. Environmental Scientist	Technician	Admin Support	Total Cost
	M. Farrell	M. Alfieri	P. Hubbell	D. Turafello	M. Singleton	M. Miller	J. Modica	J. Godwin	R. Garrison	
Fee	\$61.82	\$63.64	\$72.73	\$63.64	\$54.55	\$54.55	\$54.55	\$27.27	\$21.82	
Multiplier	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	
Rate/hr	\$170.00	\$175.00	\$200.00	\$175.00	\$150.00	\$150.00	\$150.00	\$75.00	\$60.00	
TASK 1. BASIN DELINEATION AND DATA ASSEMBLY										
Delineate watershed	16			25	60				15	\$16,995
Develop basin inventory maps	16		4	20	80				4	\$7,260
Provide water quality summary table	8	20			60	40	10		8	\$12,840
										\$37,095
TASK 2. CONDITION ASSESSMENT										
Conduct functional condition assessment	40		5	100	160	40	20	245	40	\$64,675
Prepare sampling plan	8					16				\$3,760
Identify subbasin pollutant loads	8					40				\$7,360
Prepare pollutant mitigation plan	16			20		20			8	\$9,700
										\$85,495
TASK 3. BASIN MODELING										
Develop basin model in ICPR4	100	10		500	200				40	\$140,650
Develop managment strategy recommendations	120	16	16	40	10	10	6		16	\$36,760
										\$177,410
Total Hours	332	46	25	705		166	36	245	131	
TOTAL COST										\$300,000

ATTACHMENT C

SCOPE OF WORK

CLERMONT CHAIN OF LAKES BASIN STUDY

OVERVIEW

Water Resource Associates, LLC, hereinafter referred to as "WRA," have been contracted by Lake County, hereinafter referred to as the "COUNTY," to conduct specified tasks within elements of a Basin Study of the Clermont Chain of Lakes Watershed. Tasks to be performed as part of the assignment are described below.

INITIAL PROJECT COORDINATION

This task includes an initial kick-off meeting, and project coordination to determine the data and sources immediately available to WRA. It is anticipated that a specific COUNTY staff will be assigned as points of contact and serve as a conduit to help facilitate the transfer of County Information to WRA.

Deliverables

1. Meeting to discuss scope of work, project specifics and communication protocol

TASK 1: BASIN DELINEATION AND DATA ASSEMBLY

WRA will collect the watershed feature data, if available, and identify any incomplete data sets, areas of voids or conflicting materials.

WRA will perform the following subtasks:

1. Collect and assemble existing topographic data
 - a. LiDAR
 - b. Survey
2. Collect and assemble watershed feature data by utilizing existing information, if available. Including but not limited to:
 - a. Environmental Resource Permit (ERP) documents
 - i. This task will include the identification of watershed features based on criteria recommended by Consultant and agreed to by COUNTY. The COUNTY and WRA will select ERPs to be incorporated into the parameters and model. The COUNTY will provide Consultant with county maintained information relative to selected ERPs. This data may be in hard copy or in PDF formats. . -
 - ii. It is anticipated that groundwater percolation data will be available from ERP files and COUNTY files. The existing groundwater model and readily available percolation data will be reviewed and a watershed specific approach developed to accurately represent the groundwater interface within the watershed model. Note: Actual data collection and analysis related to groundwater will be included in the Watershed Management Plan element.
 - iii- City or other agency maintained information within jurisdiction.

Assemble information from those jurisdictions within basin and sub basin areas

 - b. Roadway plans
 - c. Stormwater inventory

- d. Historic water levels
 - i. Seasonal high water levels
 - ii. Lake levels
 - iii. High water levels
 - iv. Flooding
 - v. Structure operation protocol
 - e. Gauge data,
 - i. Stage
 - ii. Flow
 - iii. Water quality
 - f. Aerials
 - g. Land use
 - h. Parcel data
 - i. Soils
 - j. Well data
 - k. Pot surfaces
3. Geospatially locate surface connectivity, water control structures, and hydraulic features
 4. Geospatially locate water quality locations
 - a. Prepare a summary table of data
 5. Populate the COUNTY's geodatabase with the acquired data
 6. Delineate the Chain of Lakes Watershed, sub-basins, and catchments

Deliverables

1. Feature classes showing locations of ERPs, land cover, stormwater inventory, and gauge data
2. Point file showing locations of historic water levels
3. Provide documentation of data collected.
4. Provide geodatabase feature classes for initial model links, nodes, basins, and model features

TASK 2: CONDITION ASSESSMENT

CONSULTANT will perform the following subtasks:

1. Evaluate GIS and topographic data assembled from Task 1 and conduct field verification and a functional condition assessment of features
 - a. Identify topographic voids
 - b. Identify GIS voids
 - c. Identify additional data requirements
 - d. Identify data development requirements. If warranted WRA will prepare technical memorandum to present, summarize, and identify methods for data acquisition and requirements.
2. Field acquisition.
 - a. Staff Reconnaissance and verification. Where additional information is essential, WRA staff will conduct a location specific visual assessment. It is anticipated that vertical referencing to LiDAR derived data points on hard surfaces will be acceptable.
 - b. Field Survey. Field surveys may also be performed, and accomplished with a combination of GPS and traditional methods when applicable information is not attainable (LiDAR, as-built drawings, etc.). Additional survey may include hydraulic structures, stormwater facilities, cross-sections and profiles, and topographic void areas.
 - c. Assess functional condition of "priority" hydraulic structures or conveyances and provide report on field assessment. "Priority" components shall be identified by the consultant utilizing a methodology recommended by Consultant and approved by County.
3. Evaluate the existing water quality data coupled with each sub-basin's proportionate pollutant load and likely source(s).
4. Prepare a technical memorandum to identify methods for water quality data acquisition, requirements, and to provide an overview of treatment technology options as appropriate to

the source and load. The memorandum will also identify candidate areas and project concepts as part of a prioritized pollution mitigation plan. It is anticipated that a decision matrix will be utilized for project concepts as well as prioritization.

5. Presentation to County and/or SLRWI of findings from Task 1 & 2.

TASK 3: BASIN MODELING

CONSULTANT will perform the following subtasks:

1. Develop and parameterize model data, and model specific features for migration to an ICPR 4 hydrologic/ hydraulic model; utilizing data from this study effort and modeling efforts of Southwest Florida Water Management District, St. Johns River Water Management District and Lake County Water Authority. Including but not limited to:
 - a. Base flows
 - b. Initial elevations
 - c. Hydrology
 - i. Runoff
 - ii. Rainfall
 1. Design events
 2. Radar rainfall
 - d. Storage
 - e. Hydraulics
 - f. Groundwater
2. WRA will execute and assess the model for performance, and verification events to establish an acceptable confidence level. The model runs will be based on an agreed rainfall scenarios, regulatory structure settings. Performance and verification analysis will be conducted for:
 - a. No rainfall
 - b. Performance test, 24 hour 100-year rainfall
 - c. Model verification event(s)
 - i. Floodplain delineations will be compared to existing flood information for model verification using two events for which high water marks, radar rainfall amounts or other flood information if available.
 - ii. Preliminary floodplains will be developed from the Doppler-derived, 24 hour 100 Year . These floodplains will be utilized for model verification, review of suitability of “percolation”, and justification of the duration of the storm for FEMA floodplain delineation. Verification of the model may lead to refinement of the model to improve accuracy of the results. Our focus will be put on the stability and reasonableness of the results and calibration to historic rainfall events.
3. Address and resolve comments and re-submit. It is anticipated that model results will be reviewed and commented upon by COUNTY staff. WRA will address the comments and re-submit.
4. Based on a selected storms event and in conjunction with the previous studies, potential locations and quantities of water available for stormwater harvesting as alternative water source will be identified. It is anticipated that a decision matrix will be used to rationalize candidates
5. Provide a technical memorandum to assist in the development of Management strategy recommendations to maximize Chain of Lakes health including habitat and aesthetic values, while ensuring protection of public and private property.

Deliverables

1. Geodatabase of model parameters and assembled data in ESRI® compatible digital format
2. Provide model input/output files
3. Provide Justification Report
4. Provide Floodplain Delineations with Transition Zones
5. Technical memorandum for stormwater harvesting
6. Technical memorandum to assist in the development of Management Strategy recommendations
7. Summary presentation of Task 3 to County and or SLRWI

PROJECT COMMUNICATION AND DATA SHARING

The WRA Project Team will facilitate milestone meetings and utilize County provided or County approved data sharing platform such as a County hosted web page, FTP site and or email group for the free flow of information as the project progresses and data, draft reports, and comments are generated by the WRA Project Team or reviewers.

- Monthly reports will be provided to all participants
- Meeting agendas, summaries and schedule updates will be prepared for each project meeting.
- Draft documents will be shared via County approved data sharing platform for participant review and comment.

ATTACHMENT D

FUNDING DOCUMENTS

**STATE FINANCIAL ASSISTANCE AGREEMENT
DEP AGREEMENT NO. LP35140
LAKE COUNTY
AMENDMENT NO. 1**

THIS AGREEMENT as entered into on the 6th day of November, 2014 between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and LAKE COUNTY (hereinafter referred to as the "Grantee") is hereby amended. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

WHEREAS, funding in the amount \$300,000 was provided under Line Item 1668A of the 2014-2015 General Appropriations Act for South Lake Regional Water Initiative ("Project"); and

WHEREAS, \$300,000 in additional funding for this Project was provided under Line Item 1662A of the 2015-2016 General Appropriations Act for Lake County Clermont Chain of Lakes County Basin Study; and

WHEREAS, an increase to the above-referenced grant is provided; and

WHEREAS, certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2. of the Agreement is hereby revised to change the completion date of the Agreement from December 31, 2015, to June 30, 2017.

2. Section 3. of the Agreement is hereby deleted in its entirety and replaced with the following:

A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$600,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one

deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A-1**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B-1, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A-1** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A-1**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.

E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

F. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee to the date repayment is made by the Grantee to the Department.

3. Section 4. of the Agreement is hereby deleted in its entirety and replaced with the following:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Parties understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

4. Section 5. of the Agreement is hereby deleted in its entirety and replaced with the following:

A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

B. As stated in the letter dated July 17, 2015 from the Office of the Governor, the Grantee will identify the return on investment for this project and provide quarterly updates to the Governor's Office of Policy and Budget.

5. Section 7. of the Agreement is hereby deleted in its entirety and replaced with the following:

Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further nothing shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

6. Section 8. of the Agreement is hereby deleted in its entirety and replaced with the following:

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A. The Department may terminate this Agreement at any time if any warranty or representation made by the Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.

D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

7. Section 10. of the Agreement is hereby deleted in its entirety and replaced with: "Reserved."

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8. Section 11. of the Agreement is hereby deleted in its entirety and replaced with the following:

A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

9. Section 15. of the Agreement is hereby deleted in its entirety and replaced with the following:

In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

10. Section 17. of the Agreement is hereby deleted in its entirety and replaced with the following:

Any notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

11. Section 21. of the Agreement is hereby deleted in its entirety and replaced with the following:

A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by the Grantee.

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by the Grantee. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

C. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A-1, Project Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dllhwc/lscntac.htm>) or to the parties' insurance carriers.

D. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar day's written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator.

12. Section 24. of the Agreement is hereby deleted in its entirety and replaced with the following:

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget (per Paragraph 3). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget (per Paragraph 3), shall require formal Amendment to this Agreement.

13. Section 28. of the Agreement is hereby deleted in its entirety and replaced with: "Reserved."

14. Section 32. is added to the Agreement as follows:

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- (1) The contractor's maintaining an office or place of business within a particular local jurisdiction; or
- (2) The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- (3) The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

15. Section 33. is added to the Agreement as follows:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

16. Section 34. is added to the Agreement as follows:

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

17. **Attachment A**, Project Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-1**, Revised Project Work Plan, attached hereto and made a part of the Agreement.

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All references in the Agreement to **Attachment A**, shall hereinafter refer to **Attachment A-1**, Revised Project Work Plan.


18. **Attachment B**, Disbursement Request Package, is hereby deleted in its entirety and replaced with **Attachment B-1**, Payment Request Summary Form, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment B**, shall hereinafter refer to **Attachment B-1**, Payment Request Summary Form.

19. **Attachment G**, Special Audit Requirements, is hereby deleted in its entirety and replaced with **Attachment G-1**, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment G**, shall hereinafter refer to **Attachment G-1**, Revised Special Audit Requirements.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK


IN WITNESS WHEREOF, the Department has caused this amendment to the State Financial Assistance Agreement LP35140 to be executed on its behalf by the Secretary or Designee of the Department and the Grantee has caused this amendment to be executed on its behalf by its Authorized Representative. The effective date of this amendment shall be as set forth below by the Department.

LAKE COUNTY

By: 
David C. Heath, County Manager

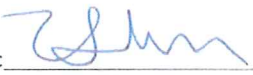
Date: _____

Approved as to form and legality:


for Melanie Marsh, County Attorney
(Diana Schuch, Assistant County Attorney)

FEID No.: _____

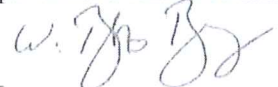
STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: 
Secretary or Designee

Date: 1/25/16


Paul Brandl, DEP Grant Manager

Approved as to form and legality:


DEP Attorney

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-1	Revised Project Work Plan (3 Pages)
Attachment	B-1	Payment Request Summary Form (3 Pages)
Attachment	G-1	Revised Special Audit Requirements (5 pages)

Revised 9/15

DEP Agreement No. LP35140, Amendment No. 1, Page 10 of 10

**ATTACHMENT A-1
GRANT WORK PLAN
LAKE COUNTY
LP35140**

PROJECT TITLE: South Lake Regional Water Initiative

PROJECT AUTHORITY: The Grantee received funding from the Florida Legislature in the amount of \$300,000 through Specific Appropriation Line Item No.1662A Fiscal Year (FY) 2015 - 2016, General Appropriations Act. The Grantee received this funding for the purpose of Clermont Chain of Lakes Basin Study. The Grantee also received funding from the Florida Legislature in the amount of \$300,000 through Specific Appropriation Line Item No.1668A Fiscal Year (FY) 2014 - 2015, General Appropriations Act. The Grantee received this funding for the purpose of an Alternative Water Supply Feasibility Study. Authority for this Project is specified in Section 403.885, Florida Statutes. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.039.

PROJECT LOCATION: South Lake County

PROJECT BACKGROUND: Local governments in South Lake County are participating in the Central Florida Water Initiative (CFWI). The CFWI process involves bringing together the St. Johns River Water Management District (SJRWMD), the Southwest Florida Water Management District and the South Florida Water Management District, the Florida Department of Environmental Protection (FDEP) and local governments in a five county area to cooperatively address the region's water supply needs in an environmentally sustainable fashion. At the end of the CFWI process, local government utilities will need to implement the solution concepts. Significant effort and expense will be required to refine project concepts and to generate engineering plans and specifications for construction.

The South Lake Regional Water Initiative (SLRWI) was formed to enable five small communities and a private utility to pool their resources and participate in the CFWI process in a meaningful way. It is estimated that the project(s) developed will serve a population of 220,000 residents by 2035 (current population of 92,000). Lake County, the communities of Clermont, Mascotte, Groveland, Minneola and Montverde and Lake Utility Services Inc. have entered into an Interlocal Agreement.

The results from St. Johns River Water Management District's groundwater model for the Central Florida service area indicate the South Lake County area is being impacted by groundwater withdrawals. The results from the groundwater model show that six (6) Minimum Flow Level (MFL) water bodies in the area are being adversely impacted by groundwater withdrawals. The Basin Study for the Clermont Chain of Lakes (CCLs) is a third phase of a water resource evaluation being conducted by the SLRWI to cooperatively address water related issues.

PROJECT DESCRIPTION: The funding will allow the SLRWI to hire an engineering firm to evaluate and recommend suitable options for meeting the group's water supply needs within the framework of the CFWI process. The Basin Study will evaluate adverse impacts to the Clermont Chain of Lakes during drought conditions, which negatively affects both the recreational and habitat value of the chain. The Basin Study will be performed by a consultant hired by Lake County who will develop a hydrologic model of the basin. The study will also inventory stormwater infrastructure within the Chain of Lakes basin, identify pollutant loading sources and estimated quantities. Data collected during the inventory and pollutant loading component of the project will be utilized to develop the hydrologic model. The model will be

utilized by Lake County and SLRWI members to make informed management decisions regarding the regulation of flow structures in response to changing rainfall as well as pollutant load reduction efforts.

TASKS and DELIVERABLES:

Task 1: Alternative Water Supply Feasibility Study

Task Description: The Grantee will contract a study to evaluate and recommend suitable options for meeting the group's water supply needs and produce five technical memorandums and a feasibility study.

Deliverables: Technical Memorandums and an Alternative Water Supply Feasibility Study

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the deliverables under this task, the Grantee may proceed with payment request submittal.

Task 2: Clermont Chain of Lakes Basin Study

Task Description: The Grantee will contract a study to evaluate why the Clermont Chain of Lakes drop so significantly during drought conditions.

The Grantee will develop a comprehensive basin and sub basin map showing conveyance systems, structures, and outfalls. Provide a summary table of water quality data and estimate proportional contributions of each sub-basin.

Utilizing the maps and data tables, the Grantee will conduct field verification and a functional condition assessment of stormwater system conveyance features and structures. The Grantee will prepare sampling plan to augment existing water quality sampling data with additional sampling as necessary to refine pollutant loading source identification. Identify each sub-basins proportionate pollutant load and likely source(s). Provide summary of treatment technology options as appropriate to the source and load. Identify candidate areas and project concepts as part of a prioritized pollution mitigation plan.

The Grantee will develop a hydrologic model for the drainage basin utilizing data from this study and modeling performed by the Southwest Florida Water Management District, St. Johns River Water Management District and Lake County Water Authority. The Grantee will perform modeling based on agreed rainfall amount scenarios, regulatory structure settings and predict lakes elevation response. Identify potential locations and quantities of water available for stormwater harvesting as alternative water source. Develop management strategy recommendations to maximize health of the Chain of Lakes including habitat and aesthetic values, while ensuring protection of public and private property.

Deliverables: Basin and sub-basin maps, system assessment and condition report, sampling plan and pollution mitigation plan, hydrologic model and model run reports.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of the deliverables under this task, the Grantee may proceed with payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Alternative Water Supply Feasibility Study	7/1/2014	12/31/2015	
1	Technical Memorandums & Feasibility Study			6/30/2017
2	Clermont Chain of Lakes Basin Study	7/1/2015	6/30/2017	
2	Basin and sub-basin maps, system assessment and condition report, sampling plan and pollution mitigation plan, hydrologic model and model run reports.			6/30/2017

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services	\$300,000
	Total for Task:	\$300,000
2	Contractual Services	\$300,000
	Total for Task	\$300,000

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services Total	\$600,000
Total:	\$600,000

**ATTACHMENT B-1
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: _____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$	\$	\$	\$
Overhead/Indirect/G&A Costs	\$	\$	\$	\$
Fringe Benefits	\$	\$	\$	\$
Indirect Cost	\$	\$	\$	\$
Contractual (Subcontractors)	\$	\$	\$	\$
Travel (if authorized)	\$	\$	\$	\$
Equipment Purchases (if authorized)	\$	\$	\$	\$
Rental/Lease of Equipment	\$	\$	\$	\$
Other Expenses	\$	\$	\$	\$
Land (if authorized)	\$	\$	\$	\$
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING IN TASK	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

DEP 55-223 (11/15)
DEP Agreement No35140, Attachment B-1, Page 1 of 3

Grantee's Certification of Payment Request

I, _____,
(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:
(Print name of Grantee/Recipient)

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
_____	_____
_____	_____
_____	_____

_____ Grantee's Grant Manager's Signature	_____ Grantee's Fiscal Agent
_____ Print Name	_____ Print Name
_____ Telephone Number	_____ Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "TOTAL TASK/DELIVERABLE BUDGET AMOUNT" line for the "AMOUNT OF THIS REQUEST" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "TOTAL AMOUNT" line. Enter the amount of the task on the "TOTAL TASK BUDGET AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "TOTALS" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "TOTAL TASK BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "TOTAL TASK BUDGET AMOUNT" for the amount to enter on the "TOTAL REMAINING IN TASK" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "TOTALS." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

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ATTACHMENT G-1

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "F-DEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

DEP 55-215 (03/09)

DEP Agreement No. LP35140, Attachment G-1, Page 2 of 5

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

DEP 55-215 (03/09)

DEP Agreement No. LP35140, Attachment G-1, Page 3 of 5

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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DEP 55-215 (03/09)

DEP Agreement No. LP35140, Attachment G-1, Page 4 of 5

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Funds:				
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.4					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount
Original Agreement	General Revenue, Line Item 1668A	2014-2015	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$300,000
Amendment I	General Revenue, Line Item 1662A	2015-2016	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$300,000

Total Award					\$600,000
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchC which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated.